

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomas C Walters		08/12/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Emilee W Sierp		
Street Address:	838 E. High Street		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40502		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3757049		
Registration Number:	3774316		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	859-948-6882		
Email:	bpri53@gmail.com		
Correspondent Name:	Bobbie Pritchett		
Address Line 1:	3101 Kirklevington Dr		
Address Line 2:	221		
Address Line 4:	Lexington, KENTUCKY 40517		
NAME OF SUBMITTER:	Bobbie Pritchett		
Signature:	/Bobbie Pritchett/		
Date:	08/29/2013		

TRADEMARK

Total Attachments: 6

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Trademark Assignment

This **Trademark Assignment** (hereinafter referred to as the "Assignment") is made and entered into on August 12, 2013 (the "Effective Date") by and between the following parties:

Thomas C. Walters
P.O. Box 24262
Lexington, Kentucky 40524

(the "Assignor")

AND

Emilee Walters Sierp
838 E. High St. #175
Lexington, Kentucky 40502

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable

jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks in any and all countries.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of Kentucky.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

By:

Thomas C. Walters

Date:

8/28/13

Assignee:

By:

Emilee Walters Sierp

Date:

8/28/13

[Notary Acknowledgement to Follow]

Barbara J. Johnson

*My commission expires:
7/17/2016*

Assignor Acknowledgement

State of KENTUCKY)

County of FAYETTE)

On 8/28/13 before me the undersigned Notary Public, personally appeared C. C. W. H. H. ASSIGNOR, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Kentucky that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Barbara J. Johnson (Notary Seal)
Notary Public

7/17/2016
My commission expires

Assignee Acknowledgement

State of KENTUCKY)

County of FAYETTE)

On 8-28-13 before me the undersigned Notary Public, personally appeared Emalee Wilder Smith ASSIGNEE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Kentucky that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Barbara J. Johnson (Notary Seal)
Notary Public

7/17/2016
My commission expires

Exhibit A

List of ~~Patents~~ Trademarks

Trademark/Service mark: Red crawfish with jockey wearing white pants and jockey silks consisting of blue, white and black with black TW on sleeve and clack jockey cap

Registration/Application number: 3,757,049

Dated: March 09, 2010

Trademark/Service mark: Animated Crawfish with Jockey

Registration/Application number: 3,774,316

Dated: April 13, 2010